

COLLECTIVE BARGAINING AGREEMENT

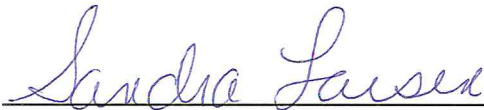
REACHED BETWEEN

PETALUMA CITY (ELEMENTARY) SCHOOL DISTRICT
PETALUMA HIGH SCHOOL DISTRICT

AND

THE PETALUMA FEDERATION OF TEACHERS - ADULT EDUCATORS
LOCAL 1881, CFT/AFT


JULY 1, 2019 - JUNE 30, 2022



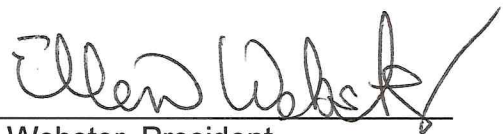
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Petaluma Federation of Teachers -
Adult Educators, Local 1881, CFT/AFT



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Petaluma City Elementary and
Joint Union High School Districts

Board Approved: October 8, 2019

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ARTICLE 1

AGREEMENT

- A. This Agreement, hereinafter referred to as the "Agreement", entered into this 8th day of October, 2019, by and between the PETALUMA HIGH SCHOOL DISTRICT, hereinafter referred to as "District", and the PETALUMA FEDERATION OF TEACHERS - ADULT EDUCATORS, LOCAL 1881, CFT/AFT, hereinafter referred to as "Federation".
- B. The term "Agreement" as used herein means the written agreement provided under Section 3540.1 (h) of the Government Code.
- C. The term of this agreement shall extend through June 30, 2022. The parties agree that negotiations shall be settled for all articles for the 2019-20 and 2020-21 Fiscal Years. The parties further agree that negotiations for 2021-22 shall be reopened on Article 6 – Wages and on Article 8 – Health and Welfare.
- D. In addition to the Articles mentioned above, the parties agree that they may each select two additional articles to reopen in the third fiscal year (2021-22).

Either party may elect to initiate reopened negotiations with thirty (30) days' notice to the other party and in accordance with provisions contained in law.

The parties stipulate that the reopener periods, which are part of this Agreement, should be commenced in the spring semester of each year.

ARTICLE 2

RECOGNITION

- A. The District recognizes the Federation as the exclusive representative for certificated employees in the adult education program, excepting management, supervisory, confidential, and substitute employees.
- B. This Agreement applies only to employees in the above-described representation Unit.

ARTICLE 3

FEDERATION RIGHTS

- A. The Federation shall have the right to transact organizational business on school property at all reasonable times, provided that it does not interfere with or interrupt class or other normal school operations. Such rooms or other appropriate meeting facilities shall be made available as provided by law to the Federation without charge.
- B. The Federation shall have the right to post notices of activities and matters of business and concerns to unit members on designated unit member bulletin boards.
- C. Representatives of the Federation shall have the right to visit the schools. Such representatives shall make known their presence to the appropriate authority in the school. Such visits shall be scheduled such that there is no interruption to classes or the normal school operations.

- D. Copies of the agenda for all regular meetings of the Board of Education shall be available to the Federation.
- E. Copies of public District bulletins, which relate generally to unit members, shall be available to the Federation.
- F. Copies of the minutes of regular Board of Education meetings shall be available to the Federation.
- G. Payroll deduction of dues for members of the Federation shall be made. The Federation agrees to submit all necessary forms and information required by the Business Division.

H. Organizational Security

1. Each member of the bargaining unit, shall as a condition of employment, maintain his/her membership in good standing for the duration of the written agreement or join the Petaluma Federation of Teachers or pay to the Petaluma Federation of Teachers a service fee in an amount not to exceed the standard initiation fee, period dues, and general assessments of the Petaluma Federation of Teachers. Those who choose not to become members of the Federation shall have deducted from their salary warrant the amounts due for each month of the school year beginning in August and concluding in May.
2. The Petaluma Federation of Teachers shall notify the District of the appropriate amounts and any changes thereto in writing. In no event shall the amount of such fee exceed the amount of dues, initiation fees, or regular assessments of the Petaluma Federation of Teachers' members.
3. Unit members who are employed half-time or less and are paid on the unit members' salary schedule shall pay one-half of the allotted fee in the manner described above.
4. The Federation shall submit all necessary forms and information to the Payroll Division.
5. The District shall remit the appropriate amount deducted to the Federation every month.
6. The Federation shall indemnify fully and otherwise hold harmless the District in the enforcement of this organizational security agreement.
7. By mutual agreement with the Federation, any unit member who, because of religious beliefs and/or on grounds of conscience, cannot pay fees to a union may select either the United Way, Petaluma Education Foundation, or Petaluma People Services Center, and the Federation shall contribute the amount received each month to that charity.

If the Federation and a unit member are not in agreement concerning the stated prohibition against paying monies to a union, the unit member may

appeal the matter in writing to the Superintendent or his/her designee. In such case, an appeal panel shall be convened. The panel shall be composed of the Superintendent or his/her designee, the President of the Federation or his/her designee, and a third party chosen by the other two panel members. The decision of this panel shall be binding on all parties.

8. Although payment of the organizational security fee is a condition of employment, the Federation hereby waives its rights to require the discharge or discipline of bargaining unit members who do not conform to this agreement.
9. The provisions of this section shall not become effective until mutually ratified by the parties. It is further agreed that, for purposes of ratification by members of the bargaining unit, this section shall be severed from all other matters subject to ratification by virtue of a separate ballot. Details regarding this severed ratification process shall be established by the parties.

ARTICLE 4

DISTRICT RIGHTS

- A. The exercise of the powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- B. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law.

ARTICLE 5

EMPLOYEE RIGHTS

- A. Employees shall have the right to form, join, and participate in the activities of the employee organizations of their own choosing. Employees shall also have the right to refuse to join or to participate in the activities of employee organizations.
 1. The Federation may obtain the name and home address of each certificated employee.
 2. The information shall be confidential to the Federation. Each employee shall be given the opportunity to request that his/her address remain confidential to the District.

ARTICLE 6

WAGES

- A. Effective July 1, 2019, a 6% across-the-board salary increase (Exhibit A); and effective July 1, 2020, a 6% across-the-board salary increase (Exhibit B).
- B. Credit for Related Teaching

Credit for initial placement shall be granted on a year for year basis up to a maximum of ten steps on the salary schedule for any combination of the

following experiences that were performed under California credential requirement conditions:

1. Public school teaching.
2. Overseas military teaching.
3. Private school teaching experience in a California accredited school.

C. Extra Duty Assignment Rate

The Extra Duty Assignment Rate will be equal to the Step 1: Column 1 Hourly Rate without MA/MS on the Adult Ed salary schedule. This rate will be used for non-teaching duties including professional development outside of instructional hours and committee work.

The parties will agree on what constitutes extra-duty assignments with the goal of most prior extra-duty work being covered by an additional 15 minutes of prep.

Extra Duty Rate

- School-wide PAS staff meetings (e.g. Back to School Meeting or WASC Meeting)
- Mandated trainings (e.g. Mandated Reporter)
- Professional development (conferences and trainings during regular school hours, with prior approval by principal)
- Additional CASAS / EL Civics proctoring support
- Participation on district committees when formally assigned by the principal
- Evaluation Process (pre-observation form completion, post-observation meetings and evaluation meeting, not to exceed 1 hour for entire process)

D. Step Increases

In order to receive a step increase on July 1 employees shall have provided service for at least 50% of the work year for their position in the prior school year.

ARTICLE 7

HOURS OF EMPLOYMENT

A. Work Year

The work year for a full-time (7 or more hours/day) employee shall typically consist of 186 working days. The work year for all other unit members will vary depending upon their assignment. Instructional minutes may vary due to program needs and requirements. In the event that the funding situation changes, the parties agree to modify the agreement around instructional minutes and/or work year.

B. Prep Time

Effective July 1, 2019, teachers will receive thirty (30) minutes of prep time per instructional hour, prorated for partial hours. Instructional prep time will include preparation for instruction, completion of any and all forms related to their employment and/or duties as a teachers, including teacher staff meetings, CASAS testing, EL Civics Assessments, TOPSpro Accountability, communication (internal, external with students, staff, and families), and data analysis.

Additional Duties Paid at Teacher Rate without Prep Time

- Curriculum Development for new courses (with principal's prior approval)
- Distance Learning Instruction
- Odysseyware Student Support (outside of scheduled class time)
- Registration and Orientation

ARTICLE 8

HEALTH AND WELFARE

- A. The Federation recognizes that health and welfare benefits are primarily selected by the District for the benefit of employees. The Federation also recognizes that health and welfare benefits are a part of total employee compensation.

The parties will continue to use the Health Benefits Committee to explore options for maximizing coverage and plan design in order to present the best options available for health benefits. The Health Benefits Committee will study the options, compile data, and make recommendations to the Parties. All decisions regarding any changes to the current health benefits plan will be negotiated at the table by the Parties.

- B. The carrier(s) for all health and welfare insurance plans shall be selected by the District with the advice and recommendation of the School District Employees Insurance Committee. Upon request of the Federation, the School District Employees Insurance Committee shall include a representative number of members of the adult education bargaining unit.
- C. All District contracts for unit member health and welfare insurances shall be written by California licensed insurance companies or foundations.
- D. Health, Dental, and Vision Insurance

1. Effective October 1, 2016 for full-time unit members in the bargaining unit who have elected to accept the District selected programs, the District agrees to pay the following amounts:
 - a. For those who select the Kaiser or Blue Shield health plans, the District will pay up to \$1,070.13 per month.
 - b. For those who select the Delta Dental Plan, the District will pay up to \$144.50 per month.
 - c. For those who select the Vision Service Plan, the District will pay up

to \$29.00 per month.

If any caps for PFT increase effective October 1, 2016, the same increase will apply to PFT Adult Educators.

E. The coverage year for all health and welfare benefits is understood to be from October 1 through September 30. Any unit member in a continuing employment relationship with the District shall receive the benefit of District health and welfare premium payment, if such has been a part of the then current Agreement, in anticipation of his/her service commencing with the ensuing educational year. Such unit member, who because of a continuing employment relationship with the District, has received benefit of District premium payments during the summer months and subsequently resigns or otherwise vacates his/her position with the District, shall be financially liable to repay the District for any and all premium benefit payments made during the summer period.

F. Benefits Eligibility

It is the desire of the Adult Education department to have the district paid benefits done on a fair and predictable schedule. This concern for fairness is based in the variety of work schedules presented by program needs and the number of part time staff who fill the instructional needs.

1. The adult education office will continue to maintain the “work schedule” sheets for all Adult Ed certificated teachers. These sheets will be updated as assignments change, and reviewed on a monthly basis.

<u>FTE (Regular)</u>	<u>Work hours/day</u>	<u>Health Plan</u>	<u>Dental</u>	<u>Vision</u>	<u>\$37,000 life policy</u>
.125 to .45	less than 4 hours	not eligible	25% of cap	25% of premium	not eligible
.5	4 hours	50% of cap	50% of cap	50% of premium	not eligible
.55 to .75	more than 4 hours through 6 hours	75% of cap	75% of cap	75% of premium	100% of premium if 6 hours per day
.8 to 1.0	more than 6 hours	100% of cap*	100% of cap	100% of premium	100% of premium

3. *Unit members who are employed for more than six (6) hours per day are required to participate in a health plan. Participation in the dental and vision plans is optional and not a requirement.

4. Bargaining unit members who as of the October 1st benefit calculation were not at 100% of the cap for the previous two recalculation periods will have the option to waive out of health benefits for the upcoming benefit year (October 1 - September 30).

G. Benefits Calculation

1. Adult Education Teachers

For Adult Education teachers who are paid on a supplemental payroll and work less than full-time, the District will use the prior year (as allowed by the Affordable Care Act) as the basis for benefits calculations. Unit member “pay claims” will be used to determine the average number of hours worked per week in order to calculate the benefit level for the upcoming school year. If there is a “qualifying event” that changes the unit member’s work status or average number of hours per week worked, based on their new assignment, benefits will be adjusted accordingly.

2. Records of the employee’s schedule will be kept by the Adult Education office.

3. Employees will be informed by Human Resources as to adjustments being made to their District paid benefit percentage. In the event the percentage increases or decreases the employee will be notified and related paperwork must be completed by the unit member.

H. Life Insurance

1. Unit members who work a minimum average of 30 hours per week for 75 percent of the school year shall be eligible for the District’s approved Life Insurance Program.

2. The District shall pay up to \$5.55 per month toward a \$37,000 life insurance policy for the term of this Agreement for unit members working a minimum average of 30 hours per week for 75 percent of the school year who elect to accept the District approved program.

3. Unit members on approved leave who are covered under the program at the start of their leave time shall continue to be eligible for coverage as long as they remain in paid status. Unit members on approved, but unpaid leave, who were covered under the program at the start of their leave time shall continue to be eligible for all coverage as long as they pay their own premiums, if the individual policies so provide.

I. Domestic Partners

Any benefits that are available to married employees will be accorded to employees who are duly registered as domestic partners with the City of Petaluma or with the State of California.

ARTICLE 9

LEAVES

A. Leaves - General

1. Provisions regarding the method of application for processing, and

consideration, of all manner of leaves shall remain the express responsibility of the District.

2. All absences from regularly assigned duties shall be approved by the Board of Education or the Superintendent or his/her designee. All absences shall be approved in advance, unless otherwise specified in this Agreement.
3. Except in verifiable extreme emergencies, which preclude communication with the District, absences taken without approval shall be considered as absences without leave. Employees taking absences without leave shall be subject to disciplinary action and loss of pay. Unauthorized absences of three (3) or more consecutive days shall be considered as abandonment of the employment and the employee shall be subject to dismissal.
4. Requests for extension of leave, or notification regarding the intent to return from leave, shall be made to the District in writing by February 1 for the fall semester and November 1 for the spring semester; otherwise the employee will be presumed to have resigned his/her position. The unit member on leave shall receive notification by the District in writing no less than thirty (30) days prior to the respective deadlines.
5. It shall be the responsibility of the unit member to have a current and correct address on file with the District Human Resources Office at all times. Further, this address of record may be used for all legal and for all notification purposes.

B. Sick Leave

1. Full-time teachers

Unit members in active service (not on leave) shall be permitted sick leave for personal illness, injury, or quarantine on the following basis:

10-month unit members assigned on daily basis	10 days
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2. Part-time teachers

Part-time unit members in active service (not on leave) shall be permitted sick leave for personal illness, injury, or quarantine calculated in the following manner. The number of hours of instruction, including prep, per week will be divided by seven (7) to arrive at an hour per day rate. The number is then multiplied by the number of months per year the unit member is employed to arrive at the number of hours they are entitled to for the school year.

3. Full use of sick leave may be made any time during the year. If a first-year unit member should leave the employ of the District before the end of the year, any monies drawn from sick leave in excess of that earned shall be refunded to the District.
 - a. Sick leave may be used for illness of the employee's child, parent,

spouse, or domestic partner, up to the amount of sick leave that would be accrued during six months.

- b. Any unused portion of sick leave shall be cumulative without limit.
- c. A unit member who is absent on account of illness, injury, or quarantine shall be required to sign, on a form provided, a statement of the general nature of the illness, injury, or quarantine. If the absence is of a prolonged nature, or if the District feels there is a pattern or an apparent abuse of sick leave, the District may require that the unit member's health advisor (physician or the practitioner) certify the unit member's absence is or was due to illness, injury, or quarantine, or the District may at its own expense require verification of the illness, injury, or quarantine by a physician of its choice.
- d. Unit members who have exhausted all accumulated sick leave and who are absent on account of illness for a period of more than five (5) school months, shall be deemed to be on sick leave without pay until such leave is terminated in accordance with procedures prescribed by law.
- e. Upon employment by the Petaluma School District any unit member who has been an employee of another school district within the state in a position requiring certification qualifications during the preceding school year, shall be allowed to transfer to this District the total amount of sick leave to which he/she was entitled in his/her previous district. If the amount submitted is in days of sick leave, the number will be multiplied by seven (7) to determine the number of hours.

C. Personal Reasons Leave

The Superintendent or his/her designee may approve absence for personal reasons when deemed necessary. Such personal leave shall be deducted from the employee's salary for each day of absence. The work year shall consist of that period defined in this Agreement.

D. Personal Necessity Leave

- 1. Accumulated sick leave may be applied for to be used for absences created by personal necessity, not to exceed ten (10) days in any school year.
- 2. It is understood that the Personal Necessity Leave is for instances of personal or professional need, and that the District Administration respects the integrity and professionalism of the members of the teaching staff. Therefore, the District Administration will not require a stated reason for Personal Necessity Leave.
- 3. Except in emergency situations, employees who intend to take personal necessity leave shall notify the principal or immediate supervisor in writing no later than noon on the previous day.

E. Bereavement Leave

1. Bereavement leave, without loss in pay or deduction from accumulated sick leave, shall be granted not to exceed three (3) days, or five (5) days if travel to a point more than 250 miles distance is required, for critical illness or death in the immediate family. The immediate family means mother, father, step mother, step father, grandmother, step grandmother, grandfather, step grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, step son, son-in-law, daughter, step daughter, daughter-in-law, brother, step brother, brother-in-law, sister, step sister, or sister-in-law of the employee, or any relative or domestic partner living in the immediate household of the employee.
2. If bereavement leave is granted for the critical illness of a member of the immediate family, subsequent bereavement leave for the death of the same member of the family shall not be granted in the same fiscal year without loss of pay if the employee has already used maximum days allowed during the time of critical illness.

F. School Business Leave

1. The District may approve an absence without loss of pay for attending meetings, representing the school district, or other such absences deemed by the Superintendent or his/her designee to have direct benefit for the adult education program.
2. Application for school business leave shall be made in the manner prescribed by the District.

G. Industrial Accident and Illness Leave

1. Unit members shall be entitled to industrial accident leave for personal injury which qualifies for workers' compensation under the provision of the Workers' Compensation laws or Redwood Empire Schools' Insurance Group (RESIG).
2. Unit members have the right to use their own health care provider (physician or chiropractor) for treatment, so long as the unit member has placed the name of his/her personal physician or other health care provider on file with the Human Resources office.
3. Such leave at full pay for the adult education assignment shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident. Such leave would commence on the first day of absence and when the sixty (60) days overlap into the next fiscal year, the employee shall be entitled to only the unused amount remaining at the end of the fiscal year in which the illness or injury occurred for the same illness or injury. Such leave shall not be accumulative from year to year.

4. The District may require an examination of the employee, at District expense, by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
5. For any days of absence from duty as a result of the same industrial accident, the employee shall endorse to the District any wage loss benefit check from workers' compensation insurance group or RESIG which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary for his/her adult education assignment had there been no industrial accident or illness.
6. If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the employee.

H. Jury Duty Leave

1. An employee will be provided paid leave for regularly called jury duty. The employee shall submit a written request for an approved absence as soon as possible prior to the beginning date of the leave.
2. The employee, while serving jury duty, will receive pay in the amount of the difference between their regular earnings and any amount received for jury service, less fees received for mileage.
3. The unit member shall promptly notify his/her immediate supervisor or designee at the conclusion of the jury duty assignment.

I. Catastrophic Leave Bank

1. For those Adult Education employees who qualify for 50% District-paid benefits or greater, a Catastrophic Leave Program shall be established by the District Administration to permit them to donate eligible paid leave credits to a Catastrophic Leave Bank. When an employee has exhausted all of their accrued paid leave they may request a withdrawal from the Catastrophic Leave Bank when that employee, or a member of their family, suffers from a catastrophic illness or injury.
2. Employee eligibility will be established through the benefit calculation process as outlined in Article 8, F.
3. Guidelines for the use of the Catastrophic Leave Bank are available in the Human Resources office.

J. Family Care and Medical Leave

The District Administration will grant leaves to qualified employees under the Family

and Medical Leave Act of 1993 and the California Family Rights Act (see Administrative Regulation 4161.8).

K. Parental/Adoptive Bonding Leave

Parental/Adoptive Bonding Leave shall be granted in accordance with the provisions of the Education Code and current law.

L. Maternity Leave

The District Administration will grant Maternity Leave to eligible unit members in accordance with Education Code and law.

ARTICLE 10

SAFETY CONDITIONS OF EMPLOYMENT

- A. The District shall make reasonable provisions for the safety of its unit members while in the course of their employment, and all unit members are expected to cooperate to the best of their ability in the prevention of accidents to themselves, fellow employees, and students.
- B. All unit members shall report unsafe working conditions to their immediate supervisor immediately upon the identification of said conditions.
- C. The District shall take all steps it deems reasonable and necessary to correct such conditions.
- D. A unit member may use reasonable force to protect himself/herself from attack, to protect another person, to protect property, or to quell a disturbance threatening physical injury to others.

ARTICLE 11

GRIEVANCE PROCEDURE

A. Definitions

- 1. A "grievance" is an alleged violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in District policy or administrative regulations or procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the policies, rules and regulations of the Board of Education, or by the Administrative regulations and procedures of this school district are not within the scope of this procedure.
- 2. A "grievant" is the Federation or any member of the bargaining unit covered by this contract with an alleged grievance.
- 3. A "day" is defined as 8:00 a.m. to 4:30 p.m. on any day in which the central administrative offices of the Petaluma School Districts are open for business. The District Office is typically open for business Monday through Friday except for stated holidays and unusual circumstances.

4. The "immediate supervisor" is the lowest level administrator, having immediate jurisdiction over the grievant, who has been designated to adjust grievances.

B. General Applications

1. An employee may be represented in all stages of the formal grievance procedure by himself/herself, or, at his/her option, by a representative of his/her choice. The Federation shall be notified of any grievance matter reaching Level II.
2. The Federation may present, process, or appeal a grievance matter concerning any article in this contract.
3. All decisions or adjustments of any grievance shall be consistent with the provisions of this Agreement.
4. Failure to appeal a decision at any level within the time limit specified constitutes acceptance of the decision.
5. Failure to communicate the decision of a grievance at any level to this procedure within the specified time shall permit an appeal at the next level of this procedure. However, time limits as specified may be extended at any time by mutual agreement in writing.
6. No supervisor shall be required, within a five-day period, nor the Superintendent or his/her designee, within a ten-day period, to handle more than one grievance. If more than one grievance is pending during these time limitations, time limits imposed upon the employee shall be extended correspondingly.
7. Time limits for appeal provided at each level shall begin the day following receipt of written decision by the parties in interest.

C. Procedure

1. Informal Level

Before filing a formal grievance, the grievant shall attempt to resolve it by a private, informal conference with his/her immediate supervisor. Failure to file a formal grievance within the specified time limits invalidates the grievance.

2. Formal Level

a. Level I

Within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the appropriate form to his/her immediate supervisor.

In the event that a number of unit members have the same grievance, the Federation may file a single grievance on behalf of all the complainants involved.

This statement shall be a clear, concise statement of the alleged grievance, the circumstances involved, the decisions rendered at the informal conference, and the specific remedy sought.

The immediate supervisor shall communicate his/her decision to the employee in writing within fifteen (15) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits either party may request a personal conference.

b. Level II

In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision within ten (10) days to the Human Resources Administrator. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

The Human Resources Administrator shall communicate his/her decision within ten (10) days after receiving the appeal. Either the grievant or the Human Resources Administrator may request a personal conference within the above time limits. If the Human Resources Administrator does not respond within the time limits, the grievant may appeal to the next level.

c. Level III

If the grievant is not satisfied with the decision at Level II, he/she may, within ten (10) days, appeal the decision in writing to the Superintendent or his/her designee. This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reasons for the appeal.

The Superintendent or his/her designee shall communicate his/her decision to the grievant within ten (10) days.

d. Level IV

In the event that the grievant is not satisfied with the decision of the Superintendent or his/her designee, he/she may appeal the decision in writing within ten (10) days to the Board of Education.

The Board of Education shall issue a written decision within fifteen (15) days.

e. Level V

If the grievance is not resolved satisfactorily at Level IV, the grievant may, within ten (10) days after the decision by the Board of Education, submit the matter to binding arbitration. This can only be done with the concurrence of the Federation. If both the District and the Federation agree, the matter could be referred to mediation before proceeding to binding arbitration.

Procedures for Binding Arbitration:

1. The arbitration proceedings shall be conducted by an arbitrator to be selected by the District and the Federation within ten (10) days after said notice is given. If the two parties fail to reach agreement on an arbitrator within five (5) days, the California State Conciliation Service will be requested to supply a list of five (5) names. Each party will alternately strike from the list until only one name remains. The order of striking shall be determined by lot.
2. The arbitrator shall hold a hearing, if possible, within ten (10) days of his/her appointment. Five (5) days' notice will be given to all parties of the time and place of the hearing. Within ten (10) days after completion of the hearing, the arbitrator shall render the decision in writing and shall set forth his/her findings in fact, reasoning and conclusions on the issues submitted.
3. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement.
4. Nothing in the foregoing shall be construed to empower the arbitrator to make any decisions amending, changing, subtracting from, or adding to, the provisions of this Agreement.
5. The fees and expenses of the arbitrator shall be shared equally by the District and Federation. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. If any grievance meeting or hearing shall be scheduled during the school day, a reasonable number of unit members required to participate as witnesses or grievants in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.
6. The decision of the arbitrator, consistent with the language of this section, shall be binding on both parties. In the event of a financial award, the amount shall be limited to \$5,000. This provision does not apply to matters for which a specific method of review is provided by law.

7. Documents dealing with the processing of a grievance shall be separate from the personnel files of the participants.

8. Until final disposition of a grievance takes place, the grievant is required to conform to the original decision of his/her immediate supervisor.

ARTICLE 12

CONCERTED ACTIVITIES

- A. It is agreed and understood that there will be no strike, work stoppage, slow-down, or other interference with the operations of the District by the Federation or by its officers, agents or members during the term of this Agreement.
- B. The Federation and the District recognize the duty and obligations of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by the Federation, the Federation agrees to advise and direct those employees to cease such action. It is agreed and understood that any employee violating this Article may be subject to discipline or discharge by the District.
- C. The District and the Federation recognize the right of the unit members to engage in Union activities. The Federation and the District recognize Labor Law and Collective Bargaining Law as the guiding principles for such activities.

ARTICLE 13

EVALUATION

- A. Unit members will be formally evaluated by a Management Team member assigned by the Superintendent or his/her designee. The intent of this article is to establish an employee evaluation process that is logical and consistent with the Adult Education Teacher. The process will encourage the application of best practices by both management and employees in a fair, transparent, and professional manner. Self-reflection, self-appraisal, continuing professional development and ongoing professional dialogue are integral to this process.
 - 1. All unit members shall be rated as “Meets District Standards” or “Does Not Meet District Standards”.
 - 2. Probationary and Temporary unit employees shall be formally evaluated at least twice a year per the schedule adopted by the District. Temporary employees who have met District standards for three years shall be formally evaluated once every four years. Those not meeting district standards will require additional evaluation, an improvement plan, and continued supervision the following year.
 - 3. Permanent employees who have met district standards shall be formally evaluated once every four years. Those not meeting district standards will require additional evaluation, an improvement plan, and continued supervision the following year.

4. An employee may be formally evaluated more frequently than every four years if the administrator determines that there has been a significant change in the employee's performance that reduces his/her professional effectiveness. This determination will be based on objective evidence, which may come from classroom observations, ongoing supervision, and/or professional interactions. The evidence will indicate a change in the employee's current performance objectively compared to previous performance as documented in previous evaluations. The administrator will meet with this employee no later than the end of February to discuss performance, and provide an opportunity for improvement. During this meeting, the administrator will inform the employee of the possibility of off cycle evaluation. The administrator may recommend that the employee contact PAPER for support in areas of concern. If the administrator determines there is a need for a formal evaluation in the following school year, the administrator will meet with the employee and give the employee written notification prior to the end of the school year. The employee has the right to have a representative from the collective bargaining unit at this meeting.

5. By the first of October, the Leadership Team member charged with evaluating personnel will notify those unit employees who are scheduled for evaluation during that school year. The administrator will share with the employee the Petaluma Adult School Evaluation documents.

6. The evaluation process will typically, but not always involve two formal observations. During observations, the administrator will take notes written in objective language based on the overall instruction and classroom learning environment. As part of the classroom visitation and evaluation process, a unit member may request that a specific class be observed.

7. Based on CA Education Code an administrator may also make unscheduled and informal visits to classrooms for observation purposes. Each formal observation will be documented on the Petaluma Adult School Certificated Observation Form and the comments on that form will be discussed during the post-observation conference.

8. The administrator will complete a final written summative evaluation, which includes specific performance criteria ratings as well as a narrative report, both based on evidence from the evaluation process. The evidence cited will be consistent with the Adult Education Teacher Competencies. The overall summative evaluation rating (Meets District Standards, Does Not Meet District Standards) will be consistent and logical based on the totality of evidence included in the observations, ongoing supervision and/or professional interactions. Recommendations and/or commendations will be included in the narrative report. Negative comments will not be included in the summative evaluation statement unless such matters have been discussed and documented with the unit member during the current year.

9. The member will be presented with a copy of the evaluation at least thirty (30) days before the end of the school year. The signature of the person being evaluated does not indicate that he/she agrees with the evaluation, but that he/she has been presented with a copy and that a conference was held.

10. The unit member may make such written comments as appropriate to attach to the evaluation.

B. Professional Development Plans

1. Each unit employee shall write an annual Professional Development Plan. The purpose of this plan is to encourage the unit member to address areas of need and continue to enhance his/her own professional expertise and effectiveness in the classroom and instruction.

2. Petaluma Adult School Professional Development Plan will be used.

3. The plan for a given school year will be initially developed in the spring (March, April, May) of the previous year and submitted to the site administrator no later than 45 working days after the beginning of the school year. New employees will follow the Petaluma Adult School Professional Development Plan upon employment.

4. Throughout the year, each employee will periodically discuss his/her professional growth areas, as well as other professional issues, with colleagues. This may occur in a variety of settings including team meetings, department meetings, grade level meetings, etc.

5. Should the employee not submit the plan on time (absent special circumstances previously discussed with and agreed to by the principal), disciplinary action will be taken.

ARTICLE 14

POST RETIREMENT EMPLOYMENT

Unit members who have retired from Petaluma City Schools or with STRS are placed in a distinct class of temporary unit members and shall be classified as a "Retired Temporary Unit member". Unit members in this classification shall be covered by all Articles of this Agreement except as specified in Article 14.

A. CalSTRS Retirement Rules

1. All members who retired with CalSTRS on or after January 1, 2013, and who return to CalSTRS covered employment, are subject to a 180-day waiting period before performing CalSTRS covered employment. During this 180 calendar day separation-from-service requirement, members are subject to a zero-dollar earnings limit.

2. All retired CalSTRS members are subject to an annual post-retirement earnings limit. The retired member's retirement benefit will be impacted if the member earns more than the annual limit within a fiscal year. Contact CalSTRS for the current earnings limit.

3. CalSTRS retired members are precluded by Ed Code 45134 from employment in classified positions in the California public school system (with the exception of an aide needed in a class with a high pupil-teacher ratio, an aide who is needed to provide one-on-one instruction in remedial

classes, or an aide for underprivileged students). A classified position is one defined as not requiring a credential. This includes athletic coaching positions.

4. It is the retired unit members' responsibility to keep up to date on all current laws, regulations, and restrictions that may affect them by contacting CalSTRS or CalPERS.

B. Retired Temporary Teacher

1. Contract Status

The service of a Retired Temporary Unit member shall not be included in computing the service required as a prerequisite to attainment of, or eligibility for, classification as a permanent employee of the District and are subject to the Ed Code sections related to Temporary Employment Status.

2. Wages

A Retired Temporary Unit member shall be placed on the salary schedule one step above the step and column they were on at the time of their retirement or top step. Advancement in the salary schedule will be consistent with that of a permanent employee.

3. STRS Contributions

No STRS contributions are made on behalf of the Retired Temporary Unit member by the District or by the unit member if they have already retired with STRS.

4. Health and Welfare

A Retired Temporary Unit member shall not be eligible for health and welfare benefits other than those selected at the time of their retirement.

5. Sick Leave

A Retired Temporary Unit member shall accrue sick leave however unused days will not be credited toward their STRS retirement benefit.

6. Transfer Rights

A Retired Temporary Unit member shall not have transfer rights within the District.

7. Procedures for Evaluation

A Retired Temporary Unit member shall not be subject to the evaluation process.